

ARGUMENTS/REMARKS

STATUS OF CLAIMS

Claims 1-20 are pending.

Claims 1-20 stood finally rejected prior to the filing of the accompanying Request for Continued Examination.

Claim 12 has been amended, without prejudice or disclaimer. Support for the amendment is found, for example, in the specification at Paragraphs [0055] and [0056].

Claims 13 and 14 have been amended, without prejudice or disclaimer. Support for the amendment is found, for example, in original claims 1, 8 and 9.

Claim 19 has been canceled, without prejudice or disclaimer.

Rejection of claims 1-20 as anticipated by U.S. Patent No. 6,594,633 (Broerman)

Claims 1-20 stand finally rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,594,633 (Broerman). The rejection on page 3 states that claims 1-17 stand rejected; however, Applicant understands that the rejection also relates to claims 18-20. The rejection is respectfully traversed, on the grounds that Broerman does not teach all of the limitations of the rejected claims, as set forth in more detail below.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.' *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)." MPEP 2131. As set forth below, as to each of claims 1-18 and 20, there is at least one element which neither expressly nor inherently described in

Broerman. Moreover, there is no teaching or suggestion in Broerman to modify Broerman to obtain the claim limitations.

As to claim 12, the Examiner states, on page 3 of the Final Office Action, that Broerman discloses a method to generate contract documents, referring to col. 2, lines 28-37. The Examiner states that Broerman provides "at least three databases" as property database 20 of figure 3, scheduling database 94 of figure 3 and transaction database 90 of figure 3 and "a maintenance engine" as a search engine 84 of figure 3 for at least one of the databases. The Examiner states that Broerman discloses the claimed feature of "generating at least one document as a function of relationships between the at least three databases," referring generally to Broerman Figures 3-4 and corresponding text. The Examiner further states that Broerman discloses the claimed limitations of "providing the document for review by at least one of a customer, a salesperson and a legal specialist," referring to col. 11, lines 25-43. The Examiner also states that Broerman discloses the claimed limitations of "storing the reviewed document in a protected format; and submitting the document to at least one customer," referring to Broerman, col. 11, lines 44-54).

The Examiner further states, on page 5 of the Final Office Action, that Broerman is clear in its disclosure of providing a computer platform including at least four databases wherein real estate products and contract products are generated as a function of the property database 20, the transaction database 90, the scheduling database 94, and the sales database 30, referring to Fig. 3 and corresponding text.

The Examiner further states that Broerman teaches, at col. 2, lines 25-37, a means for allowing an operator to modify rules or to modify any portion of a document as a methodology for a buyer to modify and submitting a revised contract.

As to claim 12, the rejection is respectfully traversed on the grounds that Broerman neither teaches nor suggests at least the following limitations of amended claim 12:

“providing a user an option to select at least a first product and a second product;

receiving a selection of at least said first product and not of said second product;

generating at least one document as a function of relationships between the at least three databases, said relationships comprising at least an association between said first product and first standard text and an association between said second product and second standard text, and said generated document incorporating said first standard text and omitting said second standard text, all of the text of said generated document being generated based on said relationships;”

The foregoing steps, which result in a generated document incorporating standard text associated with a selected product and omitting standard text associated with a product that has not been selected, in which all of the text is generated as a result of the relationships among the databases, are clearly not taught by Broerman. In summary, the text of the document generated by Broerman is based on a word processing template for a particular type of document, such as a real estate transaction, selected by the user, with a limited number of mutable terms. By contrast, in the claimed method, the entire text is generated based on the relationships among the databases; no template is employed as in Broerman.

Review of Broerman shows that documents are based simply on templates. As noted above, the Examiner has cited to Broerman, col. 2. lines 28-37, as disclosing a method to generate contract documents. The cited portion of Broerman reads as follows:

This electronic form includes immutable contract terms and mutable contract terms. The buyer or seller making the offer is interactively assisted in completing the form. The revised electronic form is electronically transmitted to the other party. The second party may subsequently generate a counter offer by supervising changes to the mutable contract terms and by having the counter offer electronically transmitted to the first party. Each version of the electronic form is tracked as to status and content.

This cited portion clearly does not teach the above-cited limitations of amended claim 12.

The step of generation of documents is described in greater detail in Broerman, at col. 11, lines 43-52:

Generation of the electronic real estate documents (e.g., electronic purchase contract 96 and electronic disclosure document 98) shown in FIGS. 3, 5B, and 5C may be accomplished by storing a word processing template on a computer in the real estate computer network 10. Information supplied by the buyer party 13 or the seller party 12 may be merged with the word processing template and stored as a document or the mutable terms may be stored separately as a record in a database.

This quote shows that Broerman contemplates that each document is merely generated by selecting an existing word processing template incorporating the immutable terms, and then adding to that template information supplied by the parties. Thus, the user in Broerman must select the template by selecting the type of document, i.e., a real estate purchase contract or a disclosure document. In contrast, in claim 12,

the user selects one or more products, but does not select a template. In claim 12, the relationships among the databases, and the user's product selection, results in the generation of the document.

While the Examiner refers generally to Figures 3-4 and corresponding text as support for the limitations of claim 12, in fact, there is no such teaching either in this portion of Broerman or elsewhere. In Fig. 3 of Broerman, the only documents identified are purchase contract 96 and disclosure document 98. Fig. 3 does not illustrate a link between either of these two documents and any of the identified databases. Fig. 4, which is described at col. 9, lines 9-24, merely provides an illustrative listing of fields in a flat file in a database, namely a property record 102 (col. 9, line 66, to col. 10, line 2). Broerman teaches the filling in of this information manually, teaching, for example, that a seller 12 would be assisted in providing such property description 103. Thus, Fig. 4 does not illustrate a document, and, further does not illustrate a record that is generated as a function of relationships among at least three databases.

Broerman makes clear that neither the electronic purchase contract 96 nor the electronic disclosure document 98 is generated as a function of relationships among at least three databases. Electronic purchase contract 96 is described as including "immutable contract terms which should remain to avoid possible illegal or ill-advised contract terms or omissions" (col. 8, lines 21- 23), and "mutable contract terms that are modified, selected, or completed by the parties." (col. 8, lines 29-31). Thus, the electronic purchase contract 96, far from being generated as a function of relationships among at least three databases, is created from a template containing immutable terms, with certain mutable terms that are completed manually by the parties. This can be

seen, for example, in Fig. 5B, where immutable terms are listed at 195, and the user can select one of certain mutable terms by selecting a radio button at 194. Disclosure document 98 is briefly mentioned in connection with Fig. 3, at col. 8, lines 48-55.

The document generation method of claim 12 is advantageous over Broerman for at least the reason that the method of claim 12 may be employed to generate contracts for a variety of types of transactions. Broerman's teaching a template incorporating immutable terms limits each document to a particular type of transaction. By contrast, the method of claim 12, by providing rules that associate products with text, provides for a variety of transactions for various products or services.

For at least the foregoing reasons, claim 12 is allowable.

Amended claim 13 depends from claim 12, and adds the further limitations:

determining if at least one of a plurality of items requested by the salesperson is stored in one of the at least three databases;

retrieving rules corresponding to the at least one customer stored in one of the at least three databases; and

retrieving rules relating to the requested items stored in one of the at least three databases,

said steps of determining, retrieving rules corresponding to the at least one customer and said step of retrieving rules relating to the requested items being performed prior to said step of generating the requested document.

As to claim 13, the Examiner states that Broerman discloses rules relating to information stored in any of the databases of Broerman that are part of the computer software incorporated in the real estate computer network of Broerman for generating a

contract, referring to col. 5, lines 10-21. The Examiner states that the teaching of rules relating to at least one customer stored in one of the at least three databases is met in Broerman as the seller custom profile 80 which includes property information associated with a real estate property, and perhaps a plurality of such properties that are concurrently listed.

The cited portion of Broerman merely describes computers and software in very general terms. Broerman nowhere discloses "rules corresponding to the at least one customer stored in one of the at least three databases" or "rules relating to the requested items stored in one of the at least three databases." Furthermore, there is no disclosure in Broerman of retrieving rules prior to the step of generating a contract. Rather, in Broerman, the user selects the template and selects the mutable terms to be inserted in the template.

For at least the foregoing reasons, as well as the reasons set forth above in connection with claim 12, claim 13 is allowable.

Claim 14 depends from claim 13, and adds the further limiting steps of: "determining if the rules corresponding to the at least one customer are valid; determining if the rules relating to the requested items are valid, if the rules corresponding to the at least one customer are determined to be valid, said validated customer rules being included in said relationships based on which said text is generated, and if the rules relating to the requested items are determined to be valid, said validated requested item rules being included in said relationships based on which said text is generated." The Examiner states that Broerman

teaches a methodology for validation including validating rules at col. 10, lines 35-43. However, this portion of Broerman merely relates to validating user identification and passwords of users, not to validating of rules. Furthermore, Broerman nowhere discloses or suggests validating rules, and then employing validated rules in the generation of documents. For at least these reasons, as well as the reasons set forth above in connection with claims 12 and 13, claim 14 is allowable.

Claim 15 depends from claim 12, and adds, among other limitations, the further method step of: "permitting the operator to modify data, the rules corresponding to the plurality of customers, and the rules relating to the requested items." As Broerman fails to teach "rules corresponding to the plurality of customers," or "rules relating to the requested items," Broerman clearly does not each permitting an operator to modify those rules. For at least this reason, as well as the reasons set forth above in connection with claim 12, claim 15 is allowable.

Claim 16 depends from claim 15, and is allowable for the reasons that claim 15 is allowable.

Claim 17 depends from claim 12, and is allowable for the reasons that claim 12 is allowable.

Claim 18 depends from claim 15, and recites the further limitation: "wherein the step of permitting the at least one of the customer, the salesperson, and the legal specialist to modify the document comprises permitting the at least one of the customer, the salesperson, and the legal specialist to modify *any portion* of the

document." (emphasis added). As noted above, Broerman teaches *immutable terms* in documents. Thus, Broerman teaches only documents in which there are portions that cannot be modified.

The Examiner cites Broerman, col. 2, lines 25-37, as teaching the limitations of claim 18. However, Broerman states, for example, at col. 2, lines 33-34: "The second party may subsequently generate a counter offer by supervising changes to the *mutable* contract terms." Thus, the cited portion of Broerman further shows that there is no possibility of modifying "any portion" of the document as recited in claim 18.

For at least these reasons, in addition to the reasons set forth above in connection with claims 12 and 15, claim 18 is allowable.

Claim 20 depends from claim 15, and recites the further limitation: "wherein said step of permitting the operator to modify data, the rules corresponding to the plurality of customers, and the rules relating to the requested items, comprises permitting the operator to modify standard text and to associate one or more of the requested items with the modified standard text." Broerman nowhere teaches or discloses permitting an operator to modify standard text, or to associate a requested item with modified standard text. Broerman teaches templates which have immutable terms, which cannot be modified, and mutable terms, with no indication that either may be modified.

The Examiner cites col. 6, lines 55-59, and col. 8, lines 20-55 of Broerman, as teaching the limitations of claim 20. However, col. 6, lines 55-59 relates to scheduling, not to the text of documents at all. As to col. 8, lines 20-55, of Broerman, this section discusses negotiations, in which mutable contract terms may be changed. However,

there is no discussion of modifying standard text at all in this portion of Broerman. Rather, the standard text of Broerman is immutable, and cannot be changed.

For at least these reasons, in addition to the reasons set forth above in connection with claims 12 and 15, claim 20 is allowable.

Claim 1 is an independent apparatus claim. The Office Action states, on page 4, "per claims 1-11, all the limitations of these claims have been noted in the rejection of claims 12-17." This statement is incorrect, as claim 1 includes limitations that are not set forth any of claims 12-17. For example, claim 1 recites, as item (a)(4):

generating a document based on relationships between a first set of retrieved rules corresponding to the at least one requester and a second set of retrieved rules corresponding to the requested items;

Broerman neither teaches nor suggests generating documents based on relationships between first and second sets of retrieved rules. Rather, as explained above, in Broerman, the user selects an existing template, and then selects or fills in mutable terms. There is no use of retrieved rules in generating the documents. Rather, generation of documents is entirely under the control of a user. Even if, arguendo, the selection of mutable items in Broerman were deemed to relate to rules, it is clear that such rules cannot be deemed to be "rules corresponding to the at least one requester."

While the Examiner indicates that the seller custom profile 80 includes property information associated with a real estate property constitutes a rule, such seller custom profile is not "rules corresponding to the at least one requester."

Claim 1 also includes the following limitations not set forth in Broerman:

- (1) determining if at least one of the items requested is stored in the first memory storage device;
- (2) retrieving rules corresponding to the at least one requestor stored in the third memory storage device;
- (3) retrieving from the second memory storage device rules relating to the requested items;

Broerman nowhere suggests or discloses rules corresponding to a requestor stored in a memory storage device, or rules stored in a second memory storage device relating to items stored in a first memory storage device.

For at least the foregoing reasons, claim 1 is allowable.

Claim 2 depends from claim 1, and includes the further limitation that the items in the first memory storage device define products. Broerman does not teach products, as Broerman is directed solely to real estate transactions. For this reason, as well as the reasons set forth above in connection with claim 1, claim 2 is allowable.

Claim 3 depends from claim 1, and adds the further limitation that the rules in the second memory storage device define legally binding rules regarding each of the items stored in the first memory storage device. Broerman nowhere teaches or suggests that rules in one memory storage device define legally binding rules regarding each of the items in another memory storage device. For this reason, as well as the reasons set forth above in connection with claim 1, claim 3 is allowable.

Claim 4 depends from claim 1, and recites the further limitation that the rules in the third memory storage device define preferences of each requestor. Broerman nowhere teaches or suggests a memory storage device that teaches storage of

preferences of requestors. For this reason, as well as the reasons set forth above in connection with claim 1, claim 4 is allowable.

Claims 5, 6 and 7 depend directly or indirectly from claim 1, and are allowable for the reasons that claim 1 is allowable.

Claims 8 and 9 both recite the step of determining if rules stored in one of the memory storages are valid. Broerman does not recite such a step.

Claims 10 and 11 depend from claim 1, and are allowable for the reasons that claim 1 is allowable.

CONCLUSION

Wherefore, Applicant believes he has addressed all outstanding matters, and respectfully requests that claims 1 – 18 and 20 be allowed.

Should there be any questions or outstanding matters, the Examiner is cordially invited and requested to contact Applicant's undersigned attorney at his number listed below.

Respectfully submitted,



Robert E. Rosenthal
Reg. No. 33,450
Plevy, Howard & Darcy, P.C.
P.O. Box 226
Fort Washington, PA 19034
(215) 542-5824
(215) 542-5825 (fax)

Dated: September 1, 2006